

**North Canton City Council Notice  
Committee of the Whole Agenda  
Monday, October 19, 2015 – 7:00 p.m.**

North Canton City Council will meet as a Committee of the Whole **Monday, October 19, 2015 at 7:00 p.m.** in Council Chambers at North Canton City Hall.

Items to be discussed.

Presentation by Mayor Held to North Canton YMCA, Kathy Yaros – Character Counts

1. Community and Economic Development Committee

Chairperson: Marcia Kiesling  
Vice Chairperson: Mark Cerreta  
Doug Foltz  
Dominic Fonte  
Dan Griffith  
Daniel Peters  
Stephanie Werren

An ordinance authorizing the Mayor of the City of North Canton to prepare and submit an application for the Stark County Community Development Block Grant Program ("CDGB Program") Fiscal Year 2016-2018, for a grant for the Woodrow – Pierce Street Reconstruction Project, and declaring the same to be an emergency.

2. Street and Alley Committee

Chairperson: Dominic Fonte  
Vice Chairperson: Daniel Peters  
Mark Cerreta  
Doug Foltz  
Dan Griffith  
Marcia Kiesling  
Stephanie Werren

- (a) An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #1, for the real property known as Parcel No. 10000417, and being part of Lot No. 7036, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.
- (b) An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #2, for the real property known as Parcel No. 10000417, and being part of Lot No. 7036, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

- (c) An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #3, for the real property known as Parcel No. 10000418, and being part of Out Lot No. 379, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.
- (d) An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #4, for the real property known as Parcel No. 10000418, and being part of Out Lot No. 379, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.
- (e) An ordinance approving, confirming and accepting a perpetual public utility easement, for the real property known as Parcel No. 9202067, and being part of Lot No. 309, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Stauffs Holdings, an Ohio limited liability company, Grantor.
- (f) An ordinance approving, confirming and accepting, for public-use purposes, Maple Street Commerce, LLC's offer to the City of North Canton, to dedicate an additional right-of-way along East Maple Street (Main Street and Taft Ave), for the real property known as being part of Lot Nos. 7021 and 7071, and Out Lot Nos. 376 and 377, and consisting of 0.4545 acres in the City of North Canton, Stark County, Ohio.

**3. Water, Sewer and Rubbish Committee**

Chairperson: Mark Cerreta  
Vice Chairperson: Dan Griffith  
Doug Foltz  
Dominic Fonte  
Marcia Kiesling  
Daniel Peters  
Stephanie Werren

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids, for the City of North Canton Drinking Water Treatment Plant Clarifiers Rehab Project, and for the Mayor of the City of North Canton to be authorized, through the Board of Control, to enter into a contract for the Clarifiers Rehab Project, and declaring the same to be an emergency.

**4. Adjourn.**



145 North Main St. · North Canton, OH 44720

Phone: 330-499-8223 Fax: 330-305-0603

mgrimes@northcantonohio.gov

**CITY OF NORTH CANTON**

**Michael J. Grimes**

Director of Administration

# MEDIA RELEASE

## For Immediate Release:

**Date:** October 16, 2015

**Time:** 10:00 am

**Released By:** Office of Mayor David Held:

Mike Grimes, Director of Administration

## ELEVATOR CLOSED AT CITY HALL FOR REPAIRS

The only elevator between the police lobby and the city hall lobby floors at North Canton City Hall has been shut down and is being repaired as a safety precaution. This will be a major repair and the elevator is expected to be closed approximately 4 weeks. The elevator was installed in the early 1970's. The stairway between the floors is still open for use.

Citizens needing to use the upper level of City Hall may enter and leave through the front door facing Main Street during this time. Citizens finding the walk too far for them may drop off their payments in the drop box at the entrance door in the lower level or they can contact the police dispatcher at the walkup window who will notify a city employee to come to their location to handle their inquiry.

The upper level front door will be open for entry and exiting during the Monday night council meetings for citizens. Starting at approximately ½ hour before Monday night Council Meetings, the police department will have a patrol officer blocking off the curb lane of Main Street so that residents needing to use the ramp entry may be safely dropped off at the front door area. The same procedure will be used at the conclusion of the meetings.

We apologize for any inconvenience to our residents.

# Proclamation

**Now, Therefore, I, David J. Held**, as Mayor of the City of North Canton, Ohio, hereby do proclaim the month of **October 2015 as Character Counts! Month in North Canton**; and

**WHEREAS:** Young people will be the stewards of our communities, nations and world, and the present and future well-being of our society requires involved, caring citizens with good character and;

**WHEREAS:** Concerns about the character training of children have taken on a new sense of urgency as violence by and against youth threatens the physical and psychological well-being of the nation and;

**WHEREAS:** More than ever, children need strong and constructive guidance from their families and their communities, including schools, youth organizations, religious institutions, and civic groups and;

**WHEREAS:** The character of a nation is only as strong as the character of its individual citizens, and the public good benefits when young people learn that good character counts in personal relationships and;

**WHEREAS:** Scholars and educators agree that people do not automatically develop good character and, therefore, conscientious efforts must be made to help young people develop the essential traits and characteristics that comprise good character and;

**WHEREAS:** Character development is, first and foremost, an obligation of families, while efforts by faith communities, schools, and youth, civic and human service organizations also play a very important role in supporting family efforts and;

**WHEREAS:** In July 1992, the Aspen Declaration was written by a group of educators, youth leaders, and ethics scholars for the purpose of articulating a coherent framework for character education appropriate to a diverse and pluralistic society and;

**WHEREAS:** The Aspen Declaration states that "effective character education is based on core ethical values which form the foundation of democratic society" — trustworthiness, respect, responsibility, fairness, caring, and citizenship — and these "Six Pillars of Character" transcend cultural, religious, and socioeconomic differences and;

**WHEREAS:** A group of North Canton community leaders and caring citizens have joined together to form an organization known as CHARACTER COUNTS! in North Canton, dedicating themselves to bring this program into the homes, businesses, schools and organizations of the City of North Canton. I encourage all citizens to model the "Six Pillars of Character" in an ongoing commitment to promote character development and ethical behavior in the youth of our community.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and caused the great seal of the City of North Canton, Ohio to be affixed this 1<sup>st</sup> day of October in the year of Our Lord, Two Thousand Fifteen.



---

David J. Held, Mayor  
City of North Canton, Ohio

North Canton City Council  
Community and Economic Development ommittee

Ordinance No. - 2015

An ordinance authorizing the Mayor of the City of North Canton to prepare and submit an application for the Stark County Community Development Block Grant Program ("CDBG Program") Fiscal Year 2016-2018, for a grant for the Woodrow - Pierce Street Reconstruction Project, and declaring the same to be an emergency.

WHEREAS, the Board of Stark County Commissioners participates in the U.S. Department of Housing and Urban Development CDBG Program; and

WHEREAS, the City desires to submit an application, accept, and utilize a CDBG Program grant to fund the Woodrow - Pierce Street Reconstruction Project.

NOW, THEREFORE, BE IT ORDINANCE BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to prepare and submit an application to the CDBG Program for a grant for the Woodrow - Pierce Street Reconstruction Project, from North Main Street east to Werstler Avenue; Pierce Avenue from 9<sup>th</sup> Street north; and Browning Avenue from Woodrow Street south approximately 180 feet.
- Section 2. That, if any provision of this Ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this Ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary in order to meet the deadline to submit the application for the CDBG Program to obtain a grant for the Woodrow - Pierce Street Reconstruction Project; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
David Held, Mayor

SIGNED: \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON, OHIO 44720-2587

RECEIVED

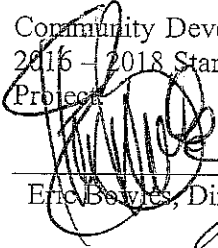
OCT 15 2015

COUNCIL OFFICE  
NORTH CANTON, OHIO

## LEGISLATION REQUEST

To: Jeff Peters, President  
North Canton City Council

Subject: Community Development Block Grant (CDBG) program application for the Fiscal Year 2016 – 2018 Stark County CDBG Program for the Woodrow Pierce Street Reconstruction Project

Requested by:   
Eric Bowles, Director of Permits and Development

Date: October 15, 2015

Approved by:   
Mike Grimes, Director of Administration

Date: October 15, 2015

**Background:** Stark County is a CDBG Entitlement County and approximately every three years communities within Stark County can submit (HUD) CDBG eligible project applications during a competitive application round. Since 2005, the City has submitted successful applications for CDBG funding receiving almost \$1,300,000 in funding to replace streets, waterlines, and sanitary sewer lines in specific qualifying census tracts/block groups within the City. The 2016- 2018 application round was reopened due to additional funding and the City has identified one project that meets the eligible activities requirement. At this time, we are requesting permission for the Mayor to apply, accept, and utilize a grant for street reconstruction.

**Request:** Requesting permission to apply, accept, and utilize a grant application to the Stark County CDBG program for the Fiscal Year 2016 – 2018 Stark County CDBG Program. The grant is being requested for the Woodrow – Pierce Street reconstruction project from North Main Street east to Werstler Avenue, Pierce Avenue from Ninth Street north and Browning Avenue from Woodrow south approximately 180 feet. The estimated cost of the street reconstruction is \$325,000.00 with the City contributing approximately a forty-five (45%) match of \$146,250.00 if the grant is funded.

EMERGENCY REQUESTED: Yes X No           

**If Yes, Reason:** The Stark County Regional Planning Commission held a special funding meeting several weeks ago announcing the additional funding opportunity with a very short deadline to submit the application. Since the deadline for submission of the CDBG Grant is November 6, 2015 Staff is requesting this request be approved as soon as possible an emergency.

North Canton City Council  
Street and Alley Committee

Ordinance No. - 2015

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #1, for the real property known as Parcel No. 10000417, and being part of Lot No. 7036, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That a perpetual public utility easement, known as Easement #1, for the real property known as Parcel No. 10000417, by and between the City, Grantee, and Maple Street Commerce, LLC, Grantor, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That the easement is more fully described in documents attached hereto, which are incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

**PERPETUAL UTILITY EASEMENTS**  
**Parcel No.10000417 and Parcel No. 10000418**

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Maple Street Commerce, LLC**, an Ohio limited liability company GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, perpetual utility easements to install and maintain pedestrian signal posts, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the pedestrian signal posts and associated appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Areas":

**See Attached Utility Easements No. 1**  
**"Map to Accompany legal Description For Utility Easements"**

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Areas during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement areas by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement areas, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement areas to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Areas.
5. That upon removal of said utility and all appurtenances thereto, the Easement Areas shall be restored as closely as possible to its then condition at the time of removal.



- 6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.
- 7. That Grantor covenants with Grantee that it is well seized of the Easement Areas as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Areas in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
- 8. That these easement areas are subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Utility Easement document this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR(S):**

**Maple Street Commerce, LLC**

**By: Christopher Semarjian, Authorized Manager**

\_\_\_\_\_  
(Signed Name)

**NOTARY:**

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared Chris Semarjian, Authorized Manager for Maple Street Commerce, LLC, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Seal

This instrument prepared by: City of North Canton  
145 North Main Street  
North Canton, OH 4720



450 Grant Street  
Akron, Ohio 44311  
  
806 Literary Rd. #206  
Cleveland, OH 44113

330.375.1390  
800.835.1390  
Fax 330.375.1590  
  
[www.envdesigngroup.com](http://www.envdesigngroup.com)

Civil Engineering  
Landscape Architecture  
Planning  
Surveying  
Environmental Services  
Construction Management

MAPLE STREET  
UTILITY EASEMENT  
NO. 1

Situated in the City of North Canton, County of Stark, State of Ohio and known as being part of City Lot No. 7036 as appears on the replat recorded in Instrument No. 201003030007631 of Stark County Records and being more fully described as follows:

Beginning on the centerline of E. Maple Street (R/W varies) at the centerline of Taft Avenue as appears on the dedication plant recorded in Plat Book 34 page 150 of Stark County Records;

Thence N 88° 11' 18" W along the centerline of said E. Maple Street, 818.13 feet;

Thence N 01° 48' 42" E, 21.50 feet to the north line of said E. Maple Street and the True place of beginning for the easement intended to be described herein;

Thence N 88° 11' 18" W along the north line of said E. Maple Street, 5.00 feet;

Thence N 01° 48' 42" E, 5.00 feet;

Thence S 88° 11' 18" E, 5.00 feet;

Thence S 01° 48' 42" W, 5.00 feet to the place of beginning as surveyed by Robert J. Warner, P.S. 6931 for Environmental Design Group in August 2015.

Bearings are based on Grid North in the Ohio State Plane Coordinate System (NAD83).

MAPLE STREET  
COMMERCE LLC

O.L. 378  
201003030007631

CITY LOT 7036  
201003030007631

O.L. 379  
201003030007631

EAST MAPLE STREET R/W VARIES

S 88° 11' 18" E  
10.00'

TAFT AVE. R/W VARIES  
PB. 34 PG. 150

FOREST AVE  
R/W VARIES

PART OF O.L. 377  
201003030007631

PPN 10000415

PPN 10000416  
201003030007631

PART OF  
CITY LOT 7021  
PPN 9209516  
200712270067165

MAPLE STREET  
COMMERCE LLC

MAPLE STREET  
COMMERCE LLC

PART OF O.L. 377  
201003030007631

PPN 10000415

FOREST AVE  
R/W VARIES

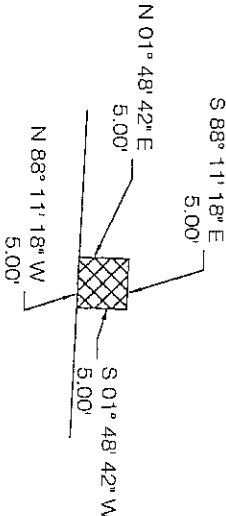
LEGEND

- LOT LINE
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED R/W LINE
- IRON PIN FOUND AS NOTED
- DRILL HOLE IN WALK FOUND & USED



UTILITY EASEMENT AREA

TYPICAL UTILITY  
EASEMENT DETAIL



GRAPHIC SCALE IN FEET

MAP TO ACCOMPANY  
LEGAL DESCRIPTION  
FOR UTILITY EASEMENTS

SITUATED IN THE  
CITY OF NORTH CANTON

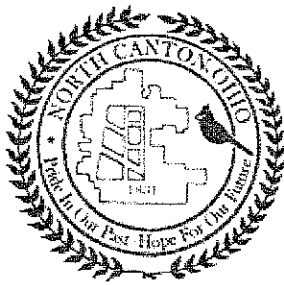
COUNTY OF STARK

STATE OF OHIO

PART OF CITY LOT NO. 5 7036

OUT LOT NO. 5 378 & 379

BASIS OF BEARINGS  
GRID NORTH, OHIO STATE PLANE COORDINATE  
SYSTEM BASED ON CITY OF NORTH CANTON  
MONUMENT FOUND AT THE CORNER OF E. MAPLE  
STREET AND S. MAIN ST.



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

## LEGISLATION REQUEST

October 1, 2015

To: **Daniel Jeff Peters, President**  
City Council

Subject: **East Maple Street Utility Easements**

Requested By: J. Brunk-s  
City Engineer

Date: 10/1/15

Approved By: [Signature]  
Director of Administration

Date: 10/1/15

Requesting legislation accepting four (4) Perpetual Utility Easements along East Maple Street in conjunction with the East Maple Street Widening Project See Attached.

EMERGENCY REQUESTED: Yes \_\_\_\_\_ No X

RECEIVED

OCT 01 2015

COUNCIL OFFICE  
NORTH CANTON, OHIO

North Canton City Council  
Street and Alley Committee

Ordinance No. - 2015

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #2, for the real property known as Parcel No. 10000417, and being part of Lot No. 7036, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That a perpetual public utility easement, known as Easement #2, for the real property known as Parcel No. 10000417, by and between the City, Grantee, and Maple Street Commerce, LLC, Grantor, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That the easement is more fully described in documents attached hereto, which are incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

**PERPETUAL UTILITY EASEMENTS**  
**Parcel No.10000417 and Parcel No. 10000418**

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Maple Street Commerce, LLC**, an Ohio limited liability company GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, perpetual utility easements to install and maintain pedestrian signal posts, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the pedestrian signal posts and associated appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Areas":

**See Attached Utility Easements No. 2**  
**"Map to Accompany legal Description For Utility Easements"**

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Areas during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement areas by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement areas, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement areas to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Areas.
5. That upon removal of said utility and all appurtenances thereto, the Easement Areas shall be restored as closely as possible to its then condition at the time of removal.

6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.
7. That Grantor covenants with Grantee that it is well seized of the Easement Areas as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Areas in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
8. That these easement areas are subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Utility Easement document this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR(S):**

**Maple Street Commerce, LLC**

**By: Christopher Semarjian, Authorized Manager**

\_\_\_\_\_  
(Signed Name)

**NOTARY:**

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared Chris Semarjian, Authorized Manager for Maple Street Commerce, LLC, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Seal

This instrument prepared by: City of North Canton  
145 North Main Street  
North Canton, OH 4720

MAPLE STREET  
UTILITY EASEMENT  
NO. 2

Situated in the City of North Canton, County of Stark, State of Ohio and known as being part of City Lot No. 7036 as appears on the replat recorded in Instrument No. 201003030007631 of Stark County Records and being more fully described as follows:

Beginning on the centerline of E. Maple Street (R/W varies) at the centerline of Taft Avenue as appears on the dedication plat recorded in Plat Book 34 page 150 of Stark County Records;

Thence N 88° 11' 18" W along the centerline of said E. Maple Street, 767.37 feet;

Thence N 01° 48' 42" E, 21.50 feet to the north line of said E. Maple Street and the True place of beginning for the easement intended to be described herein;

Thence N 88° 11' 18" W along the north line of said E. Maple Street, 5.00 feet;

Thence N 01° 48' 42" E, 5.00 feet;

Thence S 88° 11' 18" E, 5.00 feet;

Thence S 01° 48' 42" W, 5.00 feet to the place of beginning as surveyed by Robert J. Warner, P.S. 6931 for Environmental Design Group in August 2015.

Bearings are based on Grid North in the Ohio State Plane Coordinate System (NAD83).



MAPLE STREET  
COMMERCE LLC

O.L. 378  
201003030007631

CITY LOT 7036  
201003030007631

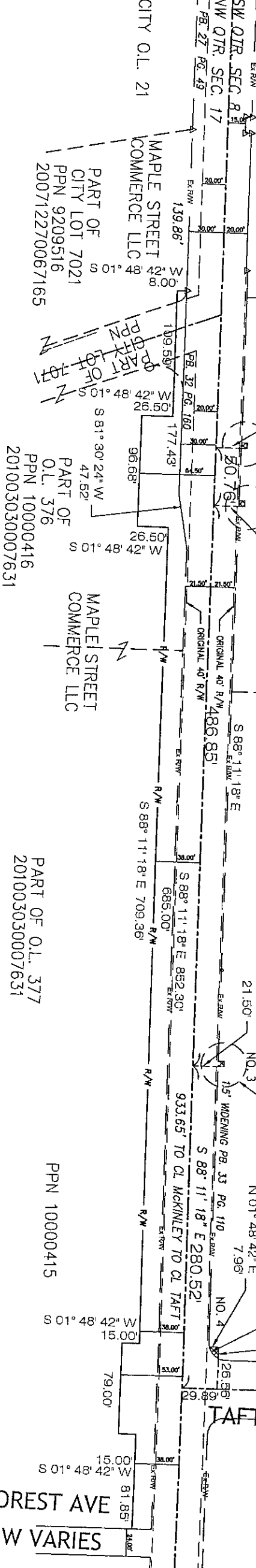
O.L. 379  
201003030007631

EAST MAPLE STREET R/W VARIES

SEE DETAIL

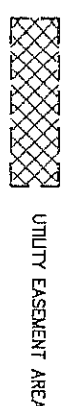
TAFT AVE. R/W VARIES  
PB. 34 PG. 150

FOREST AVE  
R/W VARIES

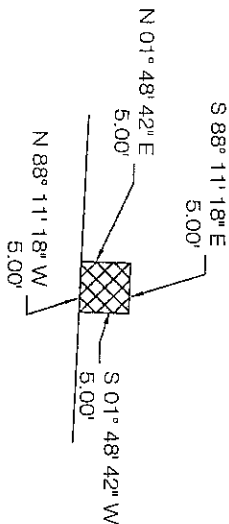


LEGEND

- LOT LINE
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED R/W LINE
- IRON PIN FOUND AS NOTED
- DRILL HOLE IN WALK FOUND & USED



TYPICAL UTILITY  
EASEMENT DETAIL



MAP TO ACCOMPANY  
LEGAL DESCRIPTION  
FOR UTILITY EASEMENTS

SITUATED IN THE  
CITY OF NORTH CANTON  
COUNTY OF STARK  
STATE OF OHIO

PART OF CITY LOT NO. 5 7036  
OUT LOT NO. 5 378 & 379

North Canton City Council  
Street and Alley Committee

Ordinance No. - 2015

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #3, for the real property known as Parcel No. 10000418, and being part of Out Lot No. 379, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That a perpetual public utility easement, known as Easement #3, for the real property known as Parcel No. 10000418, by and between the City, Grantee, and Maple Street Commerce, LLC, Grantor, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That the easement is more fully described in documents attached hereto, which are incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

**PERPETUAL UTILITY EASEMENTS**  
**Parcel No.10000417 and Parcel No. 10000418**

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Maple Street Commerce, LLC**, an Ohio limited liability company GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, perpetual utility easements to install and maintain pedestrian signal posts, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the pedestrian signal posts and associated appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Areas":

**See Attached Utility Easements No. 3**  
**"Map to Accompany legal Description For Utility Easements"**

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Areas during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement areas by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement areas, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement areas to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Areas.
5. That upon removal of said utility and all appurtenances thereto, the Easement Areas shall be restored as closely as possible to its then condition at the time of removal.

6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.
7. That Grantor covenants with Grantee that it is well seized of the Easement Areas as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Areas in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
8. That these easement areas are subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Utility Easement document this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR(S):**

**Maple Street Commerce, LLC**

**By: Christopher Semarjian, Authorized Manager**

\_\_\_\_\_  
(Signed Name)

**NOTARY:**

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared Chris Semarjian, Authorized Manager for Maple Street Commerce, LLC, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Seal

This instrument prepared by: City of North Canton  
145 North Main Street  
North Canton, OH 4720

MAPLE STREET  
UTILITY EASEMENT  
NO. 3

Situated in the City of North Canton, County of Stark, State of Ohio and known as being part of City Lot No. 379 as appears on the replat recorded in Instrument No. 201003030007631 of Stark County Records and being more fully described as follows:

Beginning on the centerline of E. Maple Street (R/W varies) at the centerline of Taft Avenue as appears on the dedication plant recorded in Plat Book 34 page 150 of Stark County Records;

Thence N 88° 11' 18" W along the centerline of said E. Maple Street, 280.52 feet;

Thence N 01° 48' 42" E, 21.50 feet to the north line of said E. Maple Street and the True place of beginning for the easement intended to be described herein;

Thence N 88° 11' 18" W along the north line of said E. Maple Street, 5.00 feet;

Thence N 01° 48' 42" E, 5.00 feet;

Thence S 88° 11' 18" E, 5.00 feet;

Thence S 01° 48' 42" W, 5.00 feet to the place of beginning as surveyed by Robert J. Warner, P.S. 6931 for Environmental Design Group in August 2015.

Bearings are based on Grid North in the Ohio State Plane Coordinate System (NAD83).

MAPLE STREET  
COMMERCE LLC

O.L. 378  
201003030007631

CITY LOT 7036  
201003030007631

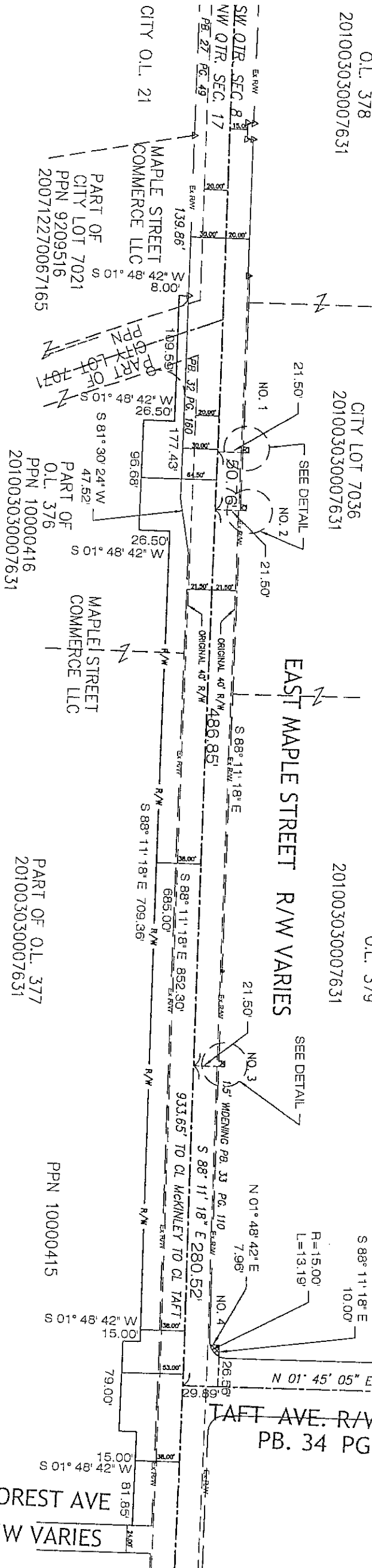
O.L. 379  
201003030007631

EAST MAPLE STREET R/W VARIES

SEE DETAIL

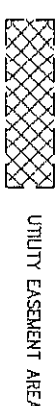
TAFT AVE. R/W VARIES  
PB. 34 PG. 150

FOREST AVE  
R/W VARIES

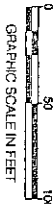


LEGEND

- LOT LINE
- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED R/W LINE
- IRON PIN FOUND AS NOTED
- DRILL HOLE IN WALK FOUND & USED



TYPICAL UTILITY  
EASEMENT DETAIL



MAP TO ACCOMPANY  
LEGAL DESCRIPTION  
FOR UTILITY EASEMENTS

SITUATED IN THE  
CITY OF NORTH CANTON  
COUNTY OF STARK  
STATE OF OHIO

PART OF CITY LOT NO. S 7036  
OUT LOT NO. S 378 & 379

North Canton City Council  
Street and Alley Committee

Ordinance No. - 2015

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Easement #4, for the real property known as Parcel No. 10000418, and being part of Out Lot No. 379, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Maple Street Commerce, an Ohio limited liability company, Grantor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That a perpetual public utility easement, known as Easement #4, for the real property known as Parcel No. 10000418, by and between the City, Grantee, and Maple Street Commerce, LLC, Grantor, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That the easement is more fully described in documents attached hereto, which are incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

**PERPETUAL UTILITY EASEMENTS**  
**Parcel No.10000417 and Parcel No. 10000418**

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Maple Street Commerce, LLC**, an Ohio limited liability company GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, perpetual utility easements to install and maintain pedestrian signal posts, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the pedestrian signal posts and associated appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Areas":

**See Attached Utility Easements No. 4**  
**"Map to Accompany legal Description For Utility Easements"**

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Areas during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement areas by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement areas, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement areas to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Areas.
5. That upon removal of said utility and all appurtenances thereto, the Easement Areas shall be restored as closely as possible to its then condition at the time of removal.



6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.
7. That Grantor covenants with Grantee that it is well seized of the Easement Areas as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Areas in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
8. That these easement areas are subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Utility Easement document this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR(S):**

Maple Street Commerce, LLC

By: Christopher Semarjian, Authorized Manager

\_\_\_\_\_  
(Signed Name)

**NOTARY:**

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared Chris Semarjian, Authorized Manager for Maple Street Commerce, LLC, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Seal

This instrument prepared by: City of North Canton  
145 North Main Street  
North Canton, OH 4720

MAPLE STREET  
UTILITY EASEMENT  
NO. 4

Situated in the City of North Canton, County of Stark, State of Ohio and known as being part of City Lot No. 379 as appears on the replat recorded in Instrument No. 201003030007631 of Stark County Records and being more fully described as follows:

Beginning on the centerline of E. Maple Street (R/W varies) at the centerline of Taft Avenue as appears on the dedication plat recorded in Plat Book 34 page 150 of Stark County Records;

Thence N 01° 45' 05" E along the centerline of said Taft Avenue, 29.89 feet;

Thence N 88° 11' 18" W, 26.56 feet to the west line of said Taft Avenue and the True place of beginning for the easement intended to be described herein.

Thence southwesterly 13.19 feet along the west line of said Taft Avenue and the arc of a curve deflecting to the right having a radius of 15.00 feet and a chord of 12.77 feet that bears S 53° 16' 40" W to the north line of said E. Maple Street;

Thence N 01° 48' 42" E, 7.96 feet;

Thence S 88° 11' 18" E, 18.00 feet to the True place of beginning as surveyed by Robert J. Warner, P.S. 6931 for Environmental Design Group in August 2015.

Bearings are based on Grid North in the Ohio State Plane Coordinate System (NAD83).

O.L. 379  
201003030007631

EAST MAPLE STREET R/W VARIES

S 88° 11' 18" E  
10.00'  
R=15.00'  
L=13.19'

~~T AVE. R/W VARIES~~  
PB. 34 PG. 150

FOREST AVE  
R/W VARIES



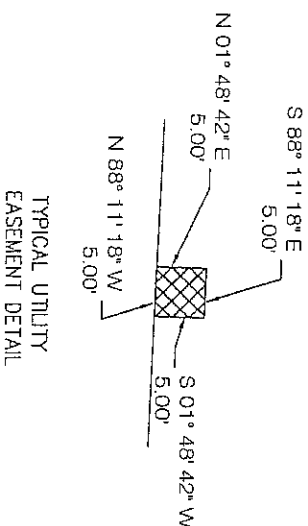
PROPERTY LINE

EXISTING RIGHT-OF-WAY LINE

PROPOSED R/W LINE

IRON PIN FOUND AS NOTED  
DRILL HOLE IN WALK FOUND & USED

UTILITY EASEMENT AREA

TYPICAL UTILITY  
EASEMENT DETAIL

0 50 100

GRAPHIC SCALE IN FEET

# MAP TO ACCOMPANY LEGAL DESCRIPTION FOR UTILITY EASEMENTS

SITUATED IN THE

CITY OF NORTH CANTON

COUNTY OF STARK

STATE OF OHIO

PART OF CITY LOT NO.'S 7036

OUT LOT NO.'S 378 &amp; 379

**BASIS OF BEARINGS**  
GRID NORTH, OHIO STATE PLANE COORDINATE  
SYSTEM BASED ON CITY OF NORTH CANTON  
MONUMENT FOUND AT NE CORNER OF E. MAPLE  
STREET AND S. MAIN ST.



450 Grant Street Phone 330.375.1390  
Akron, OH 44311 Fax 330.375.1590  
www.enydesigngroup.com

North Canton City Council  
Street and Alley Committee

Ordinance No. - 2015

An ordinance approving, confirming and accepting a perpetual public utility easement for the real property known as Parcel No. 9202067, and being part of Lot No. 309, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Stauffs Holdings, an Ohio limited liability company, Grantor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That a perpetual public utility easement for the real property known as Parcel No. 9202067, by and between the City, Grantee and Stauffs Holding, LTD, Grantor, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That the easement is more fully described in documents attached hereto, which are incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

**PERPETUAL UTILITY EASEMENT**

**Parcel No. 9202067**

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Stauffs Holdings, LTD**, GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, a perpetual utility easement to install and maintain a pedestrian signal post, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain the pedestrian signal post and associated appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Area":

**See Attached Utility Easement and  
"Map to Accompany legal Description For Utility Easement"**

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Area during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement area by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement area, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement area to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Area.
5. That upon removal of said utility and all appurtenances thereto, the Easement Area shall be restored as closely as possible to its then condition at the time of removal.
6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.

7. That Grantor covenants with Grantee that it is well seized of the Easement Area as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Area in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
8. That this easement area is subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Utility Easement document this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR(S):**

**Stauffs Holdings, LTD.**

**By:**

**Eric Stauffinger, Partner**

**Steve Stauffinger, Partner**

\_\_\_\_\_  
(Signed Name)

\_\_\_\_\_  
(Signed Name)

**NOTARY:**

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared Eric Stauffinger and Steve Stauffinger, Partners in Stauffs Holdings, LTD., who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Seal

This instrument prepared by: City of North Canton  
145 North Main Street  
North Canton, OH 4720

MAPLE STREET  
UTILITY EASEMENT  
Stauffs Holdings LTD

Situated in the City of North Canton, County of Stark, State of Ohio and known as being part of City Out Lot No. 309 and being more fully described as follows:

Beginning on the centerline of E. Maple Street (R/W varies) at the centerline of Taft Avenue as appears on the dedication plant recorded in Plat Book 34 page 150 of Stark County Records;

Thence N 01° 45' 05" E along the centerline of said Taft Avenue, 29.89 feet;

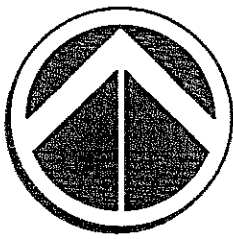
Thence S 88° 11' 18" E, 27.45 feet to the east line of said Taft Avenue and the True place of beginning for the easement intended to be described herein.

Thence S 88° 11' 18" E, 10.00 feet;

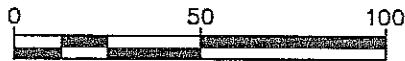
Thence S 01° 48' 42" W, 6.53 feet to the north line of said Maple street;

Thence northwesterly 12.29 feet along the north line of said E, Maple St. and the arc of a curve deflecting to the right having a radius of 15.00 feet and a chord of 11.94 feet that bears N 55° 02' 04" W to the east line of said Taft Ave. and the True place of beginning as surveyed by Robert J. Wamer, P.S. 6931 for Environmental Design Group in August 2015.

Bearings are based on Grid North in the Ohio State Plane Coordinate System (NAD83).



**NORTH**



GRAPHIC SCALE IN FEET

### BASIS OF BEARINGS

GRID NORTH, OHIO STATE PLANE COORDINATE  
SYSTEM BASED ON CITY OF NORTH CANTON  
MONUMENT FOUND AT NE CORNER OF E. MAPLE  
STREET AND S. MAIN ST.

TAFT AVE. R/W VARIES  
PB. 34 PG. 150

N 01° 45' 05" E

STAUFFS HOLDINGS LTD  
PPN 9202067  
407 E. MAPLE ST.

OUT LOT 309

S 88° 11' 18" E  
10.00'

R=15.00'

L=12.29'

C=11.94'

CB N 55° 02' 04" W

S 01° 48' 42" W

6.53'

27.45'

29.89'

1.5' WIDENING PB. 33 PG. 110

S 88° 11' 18" E

Ex R/W

Ex R/W

R/W

## MAP TO ACCOMPANY LEGAL DESCRIPTION FOR UTILITY EASEMENT

SITUATED IN THE  
CITY OF NORTH CANTON  
COUNTY OF STARK  
STATE OF OHIO  
PART OF CITY OUT LOT NO. 309



450 Grant Street Phone 330.375.1390  
Akron, OH 44311 Fax 330.375.1590  
www.envdesigngroup.com



# Stark County GIS

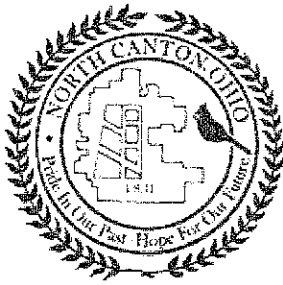


Notes

RECEIVED

OCT -1 2015

ADMINISTRATION  
NORTH CANTON, OHIO



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

## LEGISLATION REQUEST

October 1, 2015

To: **Daniel Jeff Peters, President**  
City Council

Subject: **East Maple Street Utility Easements**

Requested By: J. Bunko  
City Engineer

Date: 10/1/15

Approved By: [Signature]  
Director of Administration

Date: 10/1/15

Requesting legislation accepting one (1) Perpetual Utility Easement at the northeast corner of East Maple Street and Taft Avenue. See Attached.

EMERGENCY REQUESTED: Yes \_\_\_\_\_ No X

RECEIVED

OCT 01 2015

COUNCIL OFFICE  
NORTH CANTON, OHIO

North Canton City Council  
Street and Alley Committee

Ordinance No. - 2015

An ordinance approving, confirming and accepting, for public-use purposes, Maple Street Commerce, LLC's offer to the City of North Canton, to dedicate an additional right-of-way along East Maple Street (Main Street and Taft Ave), for the real property known as being part of Lot Nos. 7021 and 7071, and Out Lot Nos. 376 and 377, and consisting of 0.4545 acres in the City of North Canton, Stark County, Ohio.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That Maple Street Commerce, LLC's offer to dedicate to the City an additional right-of-way, for public-use purposes, along East Maple Street (Main Street and Taft Ave), known as being part of Lot No. 7021 and 7071, and Out Lot Nos. 376 and 377, consisting of 0.4545 acres in the City of North Canton, Stark County, Ohio, be, and is hereby approved, confirmed and accepted.
- Section 2. That an attachment marked as Exhibit A regarding this right-of-way is attached hereto and incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council



RECEIVED

OCT -1 2015

RECEIVED  
CITY OF NORTH CANTON, OHIO



# City of NORTH CANTON, OHIO

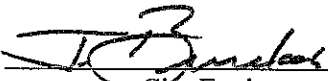
145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

## LEGISLATION REQUEST

October 1, 2015

To: **Daniel Jeff Peters, President**  
City Council

Subject: **East Maple Street Dedication Plat**

Requested By:   
City Engineer

Date: 10/1/15

Approved By:   
Director of Administration

Date: 10/1/15

Requesting legislation accepting the dedication of additional right-of-way along East Maple Street between Main Street and Taft Avenue. This additional right-of-way is in conjunction with the East Maple Street Widening Project. See Attached.

EMERGENCY REQUESTED: Yes \_\_\_\_\_ No X

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OCT 01 2015

COUNCIL OFFICE  
NORTH CANTON, OHIO

North Canton City Council  
Water, Sewer and Rubbish Committee

Ordinance No. - 2015

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids, for the City of North Canton Drinking Water Treatment Plant Clarifiers Rehab Project, and for the Mayor of the City of North Canton to be authorized, through the Board of Control, to enter into a contract for the Clarifiers Rehab Project, and declaring the same to be an emergency.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the Director's office for the Clarifiers Rehab Project at the City of North Canton Drinking Water Treatment Plant.
- Section 2. That the Mayor of the City of North Canton, be, and is hereby authorized, through the Board of Control, to enter into a contract for the Clarifiers Rehab Project.
- Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the following appropriation:
- |              |                           |           |
|--------------|---------------------------|-----------|
| 650          | WATER REVENUE FUND        |           |
| 650.768.5231 | Maintenance of Facilities | \$297,000 |
- upon receipt of vouchers duly approved by the proper departmental authority.
- Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely repair and painting of the Clarifiers and to ensure continued efficient operation of the Water Treatment Plant; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

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OCT 15 2015

## LEGISLATION REQUEST

ADMINISTRATION  
NORTH CANTON, OHIO

October 14, 2015

To: **Daniel Jeff Peters, President**  
City Council

Subject: DWP Clarifiers Rehab – 2016  
Repair and Painting

Requested By: *J. B. [Signature]*  
City Engineer

Date: 10/14/15

Approved By: *[Signature]*  
Director of Administration

Date: 10/14/15

Requesting an ordinance authorizing the Director of Administration to advertise and receive bids, and authorizing the Mayor, through the Board of Control, to enter into a contract for said project.

Proposed funding in account:

650.768.5502

\$ 297,000

*5231* ✓

EMERGENCY REQUESTED: Yes X No       

**RECEIVED**

OCT 15 2015

COUNCIL OFFICE  
NORTH CANTON, OHIO